



NO CHARGE

**Post –Registration Form List Via
MS Excel**

(Physical Addresses Only)

Deadline: November 13, 2013

The American Physical Therapy Association (“APTA”) agrees to provide an APTA Membership Mailing List (the “List”) to the party identified below (“List Renter”) solely for the use set forth in the associated APTA Direct Mail Services Order Form, and subject to the terms and conditions of this Agreement.

The List Renter acknowledges that the List and all the information on it are the exclusive property of the APTA.

The List Renter may not use the List for any purpose other than **for the attached order**, which must be submitted with a sample-mailing piece for APTA approval before the mailing list will be released. The sample-mailing piece must be of professional use to the members and must not reference APTA in any way without prior written consent from APTA. If consent is granted, a copy of the consent must accompany the order.

The APTA provides the List for **ONE-TIME USE ONLY**. The List Renter warrants that: (i) it will use the List only to accomplish a single mailing of the approved mailing piece; (ii) it will not reuse the List or use it for any purpose not specified on the Order Form; (iii) it will not copy or electronically reproduce the List, or sell, lease, or otherwise distribute it; (iv) it will not make any record of the names, addresses, or other information contained in the List; and, (v) it will not contact any person named on the List (or arrange for any other party to do so) without prior written consent from the APTA (**Note: This list will contain physical mailing addresses ONLY; phone numbers and e-mail addresses will not be provided per APTA policies**).

If the List Renter breaches warranty (i) or (ii) above, it agrees to pay the APTA, as liquidated damages for each unauthorized mailing or other use, the greater of (a) the full amount of the order associated with this Agreement or (b) two thousand dollars (\$2,000). If the List Renter breaches warranty (iii) above, it agrees to pay the APTA, as liquidated damages for such breach, the amount of one hundred thousand dollars (\$100,000) and to consent to such equitable relief as the APTA deems necessary to protect its interests. The List Renter acknowledges that the foregoing liquidated damages are reasonable in amount.

Upon completion of this mailing, the List Renter shall immediately destroy the medium by which the APTA delivered the List as well as all unused mailing labels, letters, envelopes, and other matter containing names and addresses supplied by the APTA.

The List Renter understands that the APTA does not guarantee and shall not be responsible for the success of the List Renter’s mailing. After you have read and understand this agreement, please complete this Rental Agreement, **and return both with your sample mailing piece via mail or fax. PLEASE PRINT CLEARLY.**

Your request will NOT be processed without this form and the sample mailing piece (what you plan to send out with the list)!

Company: _____ Contact: _____

Phone: _____ Email: _____

Authorized signature: _____ Date: _____

Meeting Services, APTA Phone: (703) 706-3223 Fax: (703)706-8501 conferences@apta.org